

EXHIBIT F

Form of Declaration

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration") is made this _____ day of _____, 2021, by BAYVIEW JV, LLC, a New Jersey limited liability company organized under the laws of the State of New Jersey, having a mailing address of c/o Larken Associates, 1250 Route 28, Suite 101, Branchburg, New Jersey 08876 (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is party to that certain Redevelopment Agreement, dated the _____ day of _____, 2021, by and between Declarant and the City of Bayonne (the "City"), with respect to the Project Premises identified as Block 300.01, Lots 1, 2 and 3; Block 301.03, Lots 2 and 3; and Block 511, Lot 1 (the "Redevelopment Agreement"); and

WHEREAS, capitalized terms used herein, but not defined herein shall have the meanings ascribed to such terms in the Redevelopment Agreement; and

WHEREAS, on the date hereof, in accordance with the Redevelopment Agreement, Declarant and/or its affiliate entity have acquired or are under contract to acquire the Premises designated as Block 300.01, Lots 1, 2 and 3; Block 301.03, Lots 2 and 3; and has obtained permission to construct a roadway crossing over Block 511, Lot 1 on the official Tax Map of the City of Bayonne, and more particularly described on **Exhibit A** annexed hereto (the "Property"); and

WHEREAS, the Redevelopment Agreement requires Declarant to record this Declaration; and

NOW, THEREFORE, intending to be legally bound, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following covenants and restrictions (the "Covenants and Restrictions"), which, subject to the terms hereof, shall run with title to the Property, and be binding upon all parties who have any right, title or interest in Declarant's Property, or any part thereof, their heirs, executors, administrators, successors and assigns.

1. Declarant covenants and agrees that, subject to the terms of the Redevelopment Agreement, the Declarant shall:

- (a) devote the Property to the uses specified in the Redevelopment Plan and/or Amended Redevelopment Plan and shall not devote the Property to any other uses without the approval of the City;
- (b) to the extent provided for by Applicable Law, not discriminate upon the basis of age, race, color, creed, religion, ancestry, national origin, sex or marital status in the sale, lease, use or occupancy of the Property or any Project Improvements, buildings or structures erected or to be erected thereon, or any portion thereof;
- (c) to the extent provided for by applicable law, in the sale, lease or occupancy of the Property or any portion thereof, not effectuate or execute any covenant, lease agreement, conveyance or other instrument whereby the land or any Improvement, building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sex or marital status, and the Declarant shall comply with all state and local laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex or marital status; and
- (d) not sell, lease or otherwise transfer the Property, or any portion thereof, without the written consent of the Governing Body, as set forth in the Redevelopment Agreement other than those Transfers deemed to be Permitted Transfers in the Redevelopment Agreement; and
- (e) the Redeveloper and its Transferees covenant and agree that sufficient parking has been provided onsite for the needs and uses of the Property and that Redeveloper and its Transferees covenant and agree are and shall be responsible to provide adequate parking to any and all residents and/or persons who lease, purchase, visit or otherwise occupy any space within the Property. Redeveloper and its Transferees covenant and agree that the City has the right to deny residential parking status to Residents or Occupants of the Property and at no point in time will the City be required to provide additional parking and/or issue parking permits in the event any residents or persons who lease, purchase, visit or otherwise occupy any space within the Property are in need of a parking space for whatever reason, including,

but not limited to, lack of parking within the Property. Redeveloper and its Transferees acknowledge and understand that they waive any and all rights that may be available to them, in law and otherwise, in perpetuity, in the event that they wish to challenge the City's decision to not issue parking permits to any residents or persons who lease, purchase, visit or otherwise occupy any space within the Property. This shall survive the termination of this Agreement; and

- (f) be solely responsible for the costs associated with the collection, storage, removal and disposal of all waste and recyclables associated with the Property and its uses notwithstanding the provisions under N.J.S.A. 40:66-1.3. Declarant and its transferees covenant, agree, and acknowledge that despite the City's provision of waste collection services given to residents of the City and the Declarant's right to reimbursement of its cost of waste collection service or receipt of the City's services Declarant and its transferees are and shall be nevertheless responsible for all costs related to the collection, storage, removal and disposal of all waste and recyclables associated with the Property and its uses. The Redeveloper shall provide notice of the identity of the contractor or responsible entity for the waste removal to the Director of the Department of Public Works for the City. As such, Declarant and its transferees hereby affirmatively and expressly waive and forgo any and all rights, claims, and/or damages available to them, in law or otherwise, which they may assert against the City related to cost reimbursement or waste collection service, including, but not limited to, the circumstances described in this section, in perpetuity and accept and agree that Declarant and its transferees are solely responsible for the collection, storage, removal and disposal of all waste and recyclables associated with the Property and its uses. This shall survive the termination of this Agreement.

2. The Covenants and Restrictions set forth in herein shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Redevelopment Agreement, be binding, to the fullest extent permitted by applicable laws, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, against the Declarant, or its successors and assigns. Notwithstanding anything to the contrary contained

herein, this Declaration shall not be binding on any mortgagee except in accordance with the terms of the Redevelopment Agreement.

3. It is further intended and agreed that the Covenants and Restrictions set forth herein shall remain in effect only until the issuance by the City of a Certificate of Completion for the Property, as provided for in the Redevelopment Agreement at which time the Covenants and Restrictions and all terms, conditions and obligations, set forth in the Redevelopment Agreement shall cease and terminate with respect to the Property, except, however, that the Covenants and Restrictions provided for in Sections l(b) and l(c) hereof, shall remain in effect without limitation as to time subject to any changes in applicable laws. Upon issuance of a Certificate of Completion for the Project, the conditions that were found and determined to exist at the time the Redevelopment Area was determined to be in need of redevelopment shall be deemed to no longer exist with respect to the Property and the conditions and requirements of N.J.S.A. 40A:12A-9 shall be deemed to have been satisfied with respect to the Property.

4. In amplification, and not in restriction of the provisions of this Declaration and the Redevelopment Agreement, it is intended and agreed that the City shall be deemed a beneficiary of the Covenants and Restrictions set forth herein.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed the day and year first above written.

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF _____)

) SS.:

COUNTY OF _____)

Be it remembered that on the _____ day of _____, 2021,
_____ personally appeared before me, and this person acknowledged under
oath, to my satisfaction that:

- (a) he/she is the manager member of BAYVIEW JV, LLC, the Declarant in the attached Declaration;
- (b) he/she is authorized to execute the attached Declaration on behalf of the Declarant;
- (c) he/she executed the attached Declaration on behalf of and as the act of the Declarant;
and
- (d) the attached Declaration was signed and made by the Declarant as its duly authorized and voluntary act.